

**2009 ABMEI NEGOTIATIONS  
ABMEI PACKAGE PROPOSAL**

**DECEMBER 9, 2009  
PROPOSAL #3**

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**PERIOD OF MEMORANDUM OF AGREEMENT**

Term: 22 months

Contract to expire at the end of the second pay period in October 2011

**WAGES**

- Year 1: 0%
- Year 2: 2.0% (effective December 2010)

**FREEZING STEP AND MERIT INCREASES**

Effective upon ratification of the contract, ABMEI represented employees will have step and merit increases frozen during the term of the contract (See attached City Proposal #21)

**PROBATIONARY PERIODS**

Modify current contract language to allow the probationary period for ABMEI represented employees to be extended up to a maximum of 6 months (See attached City Proposal dated 12-7-2009)

**RELEASE TIME**

Add contract language to clarify conditions under which authorized release time will be provided from regular City duties for Union representatives to attend meetings (See attached proposal dated 12-8-2009)

**SCHEDULED OFF-HOURS INSPECTIONS**

Modify the existing contract language to reduce the minimum number of hours paid to the employee for scheduled off-hours inspections from 4 hours to 3 hours, or for the time actually worked, whichever is greater (See attached proposal dated 12-8-2009)

**PAYMENT IN LIEU OF HEALTH INSURANCE**

Modify contract language to eliminate the percentage formula currently employed to calculate the amount of the payment-in-lieu and pay a flat rate each payperiod for Health and Dental in-lieu (See attached proposal dated 12-8-2009)

**HEALTH INSURANCE DUAL COVERAGE**

Prohibit employees from simultaneous coverage for medical benefits as a City employee and as a dependent of another City employee (See attached proposal dated 12-8-2009)

**DISABILITY LEAVE SUPPLEMENT**

Modify the maximum term of the Disability Leave Supplement to a period of 6 months (see attached proposal dated 12-8-2009)

**SIDE LETTERS**

The current Side Letters addressing Training, Dispatcher Assignment, Disciplinary Appeals (modified to reflect an extension of the Trial Period) shall remain in effect during the term of the new contract. The current side letter covering the Reduced Work will shall expire June 27, 2010.

**TENTATIVE AGREEMENTS**

Accept City Proposal #7 "HOUSEKEEPING"

Accept City proposal #8 "SICK LEAVE"

*In the event that this proposal is not accepted, ABMEI reserves the right to modify, amend, withdraw and/or add proposals.*

**CITY PROPOSAL #21- FREEZING STEP AND MERIT INCREASES**

Effective the first full payperiod following ratification by the ABMEI membership and approval by the City Council, all ABMEI represented employees will have step and merit increases frozen for 26 payperiods. After 26 payperiods, employees represented by ABMEI will become eligible for step increases upon completion of an additional 2080 seniority hours after the date they did not receive a step increase for which they were previously eligible.

**CITY PROPOSAL #2- PROBATIONARY PERIODS**

**ARTICLE 25 PROBATIONARY PERIODS**

25.1 Probationary periods shall not be less than six (6) or twelve (12) months of actual service as determined by the Civil Service Commission. Actual service shall mean regular hours worked, paid holidays and up to 80 hours of other cumulative or consecutive paid or unpaid absences.

25.2 The City may at its discretion extend up to a maximum of six (6) months, the probationary period of an employee. The employee will be notified in writing of the length and reason of the extension.

*Addition of a new article, Article 22, Release Time. All subsequent articles shall be renumbered.*

## **ARTICLE 22 RELEASE TIME**

- 22.1 Release time from regular City duties shall be provided to designated Union representatives in accordance with the following provisions.
- 22.2 The Union President or designee, or up to two (2) designated representatives as noted below, shall be granted release time from regular City duties to attend the following meetings:
- To attend Civil Service Commission meetings when matters affecting the Union are considered.
  - To attend City Council meetings when matters affecting the Union are considered.
  - To attend Federated Retirement Board meetings.
  - To attend grievance meetings when used to facilitate settling of grievances.
  - To attend Benefit Review Forum meetings (up to two (2) designated representatives).
  - To attend City Labor Alliance meetings held with the City Manager or Employee Relations (up to two (2) designated representatives).
  - To attend meetings scheduled by Administration when attendance is requested.
  - To attend other meetings and trainings approved by the Employee Relations Director, or designee.
- 22.2.1 All members of the Executive board of the Union shall be granted release time from regular City duties to attend meetings scheduled by Administration.
- 22.3 Authorization for Release Time. If the designated Union representative finds it necessary to leave assigned duties to investigate or process a grievance, or attend a meeting as defined in this Article, the representative must inform the immediate supervisor of the general nature for the release time and receive authorization from the immediate supervisor prior to leaving assigned duties. Upon return to assigned duties, the representative must report back to the immediate supervisor.
- 22.4 Release Time Restrictions. Release time shall not be provided for lobbying or political purposes. Release time is provided only to the extent that any employee is required or authorized to attend meetings, trainings or other authorized events during said employee's normal work schedule/hours. Employees are not entitled to receive over-time or regular compensation for attendance of meetings, trainings or other authorized events occurring outside of their normal work schedule/hours.

### 5.13 Scheduled Off-Hours Inspections

An employee who is scheduled to perform one or more inspection(s) outside of, and not contiguous with, his/her regularly scheduled shift, shall be compensated for performing such inspection(s) at the rate of three (3) hours, or for the time actually worked, to the nearest fifteen minutes, whichever is greater. When the employee uses a City vehicle, time worked shall be computed from the time the employee picks up their City vehicle until they return to the City parking facility upon completion of the scheduled off-hours inspection. Such compensation shall be at the appropriate rate.

5.5 Payment-in-Lieu of Health and Dental Insurance

5.5.1 The purpose of the payment-in-lieu of health and/or dental insurance program is to allow employees who have double health and/or dental insurance coverage to drop the City's insurance and receive a payment-in-lieu.

5.5.2 Employees who qualify for and participate in the payment-in-lieu of health and/or dental insurance program will receive the following per payperiod:

	Health In-Lieu	Dental In-Lieu
If eligible for family coverage:	250.00	25.00
If NOT eligible for family coverage:	100.00	25.00

5.5.3 The payment-in-lieu of health and/or dental insurance program is available to full-time employees who are not on a reduced workweek or unpaid leave and have alternate group health and/or dental coverage. To qualify, an employee must provide proof of alternate group coverage to Human Resources. Alternate coverage must be acceptable by the City.

5.5.4 Enrollment in the payment-in-lieu of health and/or dental insurance program can only be done during the first 30 days of employment, during the annual open enrollment period, or within 30 days of a qualifying event (defined in the Human Resources Benefits Handbook as a change in marital, dependent or work status of the employee or the employee's spouse) occurring anytime during the year. Employees who miss the 30-day time limit after a qualifying event must wait until the next open enrollment period to enroll in the payment-in-lieu of insurance program. Enrollment in the payment-in-lieu of insurance program may be canceled by the employee only during the annual open enrollment period unless the employee loses alternate group coverage. Enrollment or cancellation during the open enrollment period will become effective the first pay period of the following calendar year.

5.5.5 Payments for the in-lieu insurance program will be discontinued if an employee becomes ineligible for the program. An employee's ineligible status would include but not be limited to the following situations: employment status changes from full to part time, employee is on an unpaid leave of absence, employee is on a reduced work week, or employee loses or does not have alternate insurance coverage. An employee whose in-lieu payments are discontinued may enroll, if eligible, in a health and/or dental plan during the next annual open enrollment period.

5.5.6 If an employee loses alternate coverage, the employee may enroll in a City health and/or dental plan outside of the open enrollment period. To be eligible, the employee must provide verification that alternate coverage has been lost.

- 5.5.6.1 Health Insurance. To enroll in a City health insurance plan following loss of alternate coverage, the employee must pay all unpaid premiums (City and employee contributions) and refund any excess in-lieu payments required to make the coverage effective on the date when alternate coverage ceased. Re-enrollment in the plan shall be in accordance with the carriers' enrollment procedures.
- 5.5.6.2 Dental Insurance. Enrollment in a City dental insurance plan following loss of alternate coverage will become effective the first of the month following payment of two dental premiums through the City's payroll process. Re-enrollment in the dental insurance plan shall not be retroactive.

5.3 Health Insurance

5.3.1 An employee may not be simultaneously covered by City-provided medical benefits as a City employee, and as a dependent of another City employee.



## ARTICLE 19 DISABILITY LEAVE

- 19.1 Disability Leave. Disability Leave Supplement (DLS) is the benefit provided pursuant to this Article, which, when added to Workers' Compensation Temporary Disability (WCTD) results in providing employees 85% of their regular base salary.
- 19.2 Eligibility for Disability Leave Supplement. A full-time employee required to be absent from work due to a job-related injury or industrial illness who receives WCTD payments pursuant to Division 1 or Division 4 of the California Labor Code is eligible for DLS, excluding ineligible causes listed in section 19.4. In the event an employee is not eligible for WCTD payments because of the statutory waiting period, DLS shall not be paid for such a waiting period. The employee may use sick leave to cover the waiting period.
- 19.2.1 After the initial three day waiting period has been met, and the employee otherwise qualifies for DLS, the employee may utilize DLS for absences required for medical visits related to the injury after his/her return to work if he/she is unable to schedule such visits on non-work hours. DLS for such intermittent absences is subject to authorization by the Workers' Compensation Section. In no event may DLS exceed the limit specified in 19.6.
- 19.3 Eligibility for Disability Leave Supplement Linked to Temporary Disability. If the Worker's Compensation Appeals Board of the State of California or any judicial court should determine that the employee is not entitled to Temporary Disability (WCTD) compensation, the employee shall not be entitled to Disability Leave Supplement (DLS) benefits. Under such circumstances, any DLS moneys paid to the employee by the City must be returned to the City within one year.
- 19.4 Ineligible Causes for Disability Leave. An employee shall not be eligible for disability leave, and shall not receive DLS if the injury or illness that causes the absence results from an act of gross negligence of such employee and/or any work voluntarily undertaken by employee from which he has been prohibited from engaging in as determined by a City physician, prior to the date of injury.
- 19.5 Ineligibility if Offer and Decline of Modified Duty. An employee shall be voluntarily separated from City service if the City offers the employee employment at identical or similar salary, within the employee's medical limitations, and the employee refuses or fails to accept duty for which the employee is physically qualified. Similar pay shall be defined as a pay rate no more than two and one half (2 ½) percent less than the employees pay rate prior to their initial eligibility for DLS benefits.
- 19.6 Maximum Term of Disability Leave Supplement. The employee will receive DLS benefits equal to the amount of money which, when added to the WCTD equals 85% of what the employee would have earned at the position from which the employee is disabled for one of the following time periods, whichever is shortest:
1. The time the employee is medically required to be absent due to a work-related injury or illness, after the required 3-day waiting period.

2. The period of time WCTD is payable to the employee under the Workers' Compensation provisions of Division 1 or Division 4 of the Labor Code of the State California.
3. Six (6) calendar months (1040 hours if not continually absent) following the date of injury.

19.6.1 Time Limit for DLS Eligibility. After 1040 hours of DLS, the employee is entitled to no additional compensation for the injury or illness. No employee shall be eligible for DLS 5 years after the date of the onset of the injury or illness for which the employee is claiming DLS.

- 19.7 Disability Leave Supplement is in Lieu of Regular Compensation. Employees who receive WCTD and DLS compensation do not receive their regular salary. DLS as described in this Article is in lieu of regular compensation.
- 19.8 Requirement of Evidence Proving Temporary Disability. The Director of Human Resources, or designee, is responsible for determining eligibility for DLS. In making this determination, the Director may require the employee to provide proof of injury or illness, proof that the injury or illness will last, and proof of other relevant matters as determined by the Director, or designee. The Director, or designee, may require the employee to submit to a medical examination by a physician selected by the City.
- 19.9 Termination of Disability Leave. An employee who is unable to return to full time regular duty following the expiration of any and all leave provided in this Article and the integration of Sick Leave as provided in Article 18.1.3.1, and of accrued vacation, and compensatory time off, with Workers' Compensation may be considered to have separated from City service.
- 19.9.1 An employee who exhausts all Disability Leave shall be notified that they are subject to the above provision upon expiration of all remaining paid leave.